

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA

UNITED STATES OF AMERICA  
Plaintiff

CIVIL ACTION NO.  
18-03822

vs.

CHARLES J. SCHOEFER  
Defendant

**AFFIDAVIT IN SUPPORT OF**  
**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

I, Christopher Bolander, being duly sworn according to law, depose and say:

1. I am the Loan Analyst for the United States Department of Education. I am authorized to and do make this affidavit on behalf of Plaintiff. The facts set forth in the foregoing Motion for Summary Judgment are true and correct to the best of my knowledge, information and belief.

2. I have personal knowledge of the matters referred to in Plaintiff's Motion for Summary Judgment and as set forth herein. I make this affidavit in support of Plaintiff's Motion for Summary Judgment. The facts set forth herein are admissible in evidence and I am competent to testify to the matters stated herein.

3. On or about September 20, 1978; November 27, 1978; March 5, 1979; September 4, 1979; March 10, 1980; September 5, 1980; and March 23, 1981; Defendant executed Promissory Notes to secure payment of several Perkins Student loan from the U.S. Department of Education ("the Department") in the amount of \$500.00, \$500.00, \$500.00, \$1,500.00, \$1,500.00, \$2,000.00 and \$1,000.00, respectively, obtained from Northeastern University with interest payable thereon at 3% interest per annum.

4. Northeastern University made the loans under federally-funded National

Defense/Direct Student Loan, now Perkins Student Loan, programs authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087aa *et seq.* (34 C.F.R. Part 674).

5. Defendant defaulted on the loan obligations on May 16, 1987.

6. The loans were assigned to the Department on April 8, 1999.

7. The Department has credited a total of \$48.99 in payments from Treasury Department offsets to the balance.

8. After application of these payments, the Defendant still owes the United States the sum of \$11,366.61 through June 11, 2018, with interest continuing to accrue at the current rate of \$0.47 per diem.

9. On or about October 11, 1978; October 15, 1979; and September 3, 1980, Defendant executed Promissory Notes to secure payment of a Philadelphia Higher Education Assistance Agency loan from the U.S. Department of Education (“the Department”) in the amounts of \$5,000.00, \$4,700.00 and \$5,000.00, respectively, obtained from Fidelity Bank, Philadelphia, PA with interest payable thereon at 7% interest per annum.

10. The loans were guaranteed by Pennsylvania Higher Education Assistance Agency, and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 *et seq.* (34 C.F.R. Part 682).

11. Defendant defaulted on the loan obligations on September 10, 1985.

12. The loans were assigned to the Department on February 27, 1995.

13. The Department has credited a total of \$201.01 in payments from Treasury Department offsets to the balance.

14. After application of these payments, the Defendant still owed the United States

the sum of \$51,717.98 through June 11, 2018, with interest continuing to accrue at the current rate of \$3.06 per diem.

I hereby certify that the foregoing statements made by me are true and correct to the best of my knowledge, information and belief. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment. I hereby verify that all exhibits attached hereto are true and correct copies of the originals.

UNITED STATES OF AMERICA  
DEPARTMENT OF EDUCATION

Date:

09 July 2019

  
By: Christopher Bolander  
Title: Loan Analyst